

The City of Seattle Office of Intergovernmental Relations

Federal Intergovernmental Transportation and Infrastructure Consultant Services

Requests for Proposals

Request For Proposals Issue Date: November 16, 2009
Proposal Submission Deadline: December 1, 2009

**The City of Seattle
REQUEST FOR PROPOSALS (RFP)**

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I. GENERAL INFORMATION

The City's federal relations function is managed by the City's Office of Intergovernmental Relations (OIR), including lobbying and advocacy of both Congress and the Executive Branch. OIR's federal liaison works in Washington, D.C. in Seattle's D.C. office. This Request for Proposal (RFP) sets forth the City's transportation and infrastructure needs at the federal level. The successful Consultant firm will have demonstrated success in providing services that will improve the strategies OIR uses in making its federal decisions and results in progress on the City's federal transportation and infrastructure priorities. This is a competitive bid process. The Consultant shall be compensated in accordance with the Consultant Contract executed by the successful Proposer and the City. Services under that Contract will begin in 2010 and end December 31, 2010. Compensation shall not exceed One Hundred Twenty Thousand Dollars (\$120,000), per year for the one year contract period. Payment is subject to the continuing appropriation authority of the Seattle City Council. Consultant agrees that there is no guarantee of a minimum amount of work or payment under the Contract. OIR has the option to extend the Contract for three one year terms. The Consultant agrees to perform the Work in this RFP and the quoted price is valid for 90 days from submission of the contract.

For general information about the City of Seattle and its departments, visit the City's web site at <http://www.seattle.gov>. For specific information about the Seattle Department of Transportation, visit the City's website at <http://www.seattle.gov/transportation/>. For general information about Seattle Public Utilities, visit the City's website at <http://www.seattle.gov/util/services/>.

II. SCOPE OF WORK

The City of Seattle's Office of Intergovernmental Relations is seeking proposals from qualified Washington, D.C. based consulting firms to provide technical and strategic advice, advocacy and support for the City's federal intergovernmental operations related to transportation and infrastructure policy and funding.

The successful Consultant will demonstrate that it can provide services that will enhance the resources already available to OIR and the federal liaison in developing and implementing the City's federal transportation and infrastructure lobbying actions.

Services provided by the Consultant will allow OIR to keep track of developments at the federal level on transportation and infrastructure issues of importance to the City of Seattle. The main priorities will be:

- 1) development of strategies around federal transportation projects and policy, including transportation reauthorization and appropriations;
- 2) development of strategies for a key water resources development project, including interaction with the Army Corps of Engineers, reauthorization of the Water Resources Development Act and appropriations; and
- 3) development of strategies around water and wastewater infrastructure, including policy and appropriations.

The Consultant will provide Federal consulting services, including:

- Advocacy,
- Monitoring and reporting, and
- Coalition building on transportation and infrastructure issues with other large cities and municipal organizations.

The consultant shall also provide specific deliverables as outlined below:

Advocacy Services

The Consultant will work with OIR's director, deputy director, and federal liaison in the development and implementation of the City's federal transportation and infrastructure agenda for 2010 (with the option to extend through 2013).

This advocacy will focus on:

- The development and implementation of strategies related to the next federal transportation reauthorization, including specific policy and project priorities. Transportation reauthorization policy areas of specific interest to the City include:
 - Creation of a Metropolitan Mobility Program;
 - Metropolitan Planning Organization reform;
 - Transportation Alternatives, such as policy approaches to encourage bike and pedestrian use;
 - Small Starts/New Starts revisions and other transit programs; and
 - Transportation Financing Alternatives.
- The development and implementation of strategies related to a major City infrastructure project, the Elliott Bay (Alaskan Way) Seawall, including proposals around the next Water Resources Development Act (WRDA) and working with the Army Corps of Engineers on the project.
- The development and implementation of strategies related to water and wastewater infrastructure, including water and chemical security, safe drinking water programs and clean water programs.
- Assistance to OIR in identifying and seeking grant and other opportunities in US Department of Transportation (USDOT) and other relevant agencies (i.e. EPA and Army Corps) to advance the City's transportation and infrastructure priorities.
- Assistance to OIR in the development of federal appropriations requests related to transportation and infrastructure.

The Consultant will develop, in conjunction with OIR, a specific strategy, milestones and measurements for achieving success on each item in the City's federal transportation and infrastructure agenda.

Monitoring and Reporting Services

The Consultant will:

- In coordination with OIR, monitor actions by Congress and federal agencies on specific transportation issues important to the City.
- In coordination with OIR, monitor actions by Congress and Federal agencies specific to water and wastewater infrastructure issues important to the City.
- Provide OIR with monthly written status reports and participate in biweekly conference calls involving OIR's Seattle and Washington, D.C. offices.

Coalition Building Services

The Consultant will, under the direction of OIR, assist in coalition building and maintenance of relationships with public interest groups, national organizations, other large cities, and other appropriate entities regarding transportation and infrastructure issues of interest to the City.

Deliverables

The Consultant will be responsible for the following deliverables:

- Development and implementation of strategy on transportation reauthorization, both for specific projects and specific policy priorities;
- Development and implementation of strategy on key water resources development project including Water Resources Development Act reauthorization and interaction with the Army Corps;
- Development and implementation of strategy on water and wastewater issues;
- Advice and assistance on appropriations strategies related to transportation and infrastructure projects;
- Coordinated lobbying for the City's federal transportation agenda;
- Biweekly scheduled conference calls providing progress updates on contacts and advocacy efforts on behalf of City transportation and infrastructure initiatives and the development and implementation of strategies; and
- Monthly written status reports.

By responding to this RFP, the Proposer acknowledges that it has read and understood the terms and requirements set forth in these documents.

III. CONTACTS

The City RFP Coordinator is:

Shauna Larsen
City of Seattle
Office of Intergovernmental Relations
1660 L Street, NW Suite 501
Washington, DC 20036
Tel: 202.659.2229
fax: 202.659.5234
E-mail: Shauna.Larsen@Seattle.Gov

The Seattle Office of Intergovernmental Relations is located on the 5th Floor of the City Hall, 600 4th Avenue, Seattle, WA 98104.

IV. OVERVIEW

Communications

All Proposer communications concerning this RFP should be directed in writing to Shauna Larsen, the RFP Coordinator. No other City officials or employees, other than the RFP Coordinator are empowered to speak for the City with respect to this RFP. Proposers who seek to obtain information, clarification, or interpretation from other City officials or employees are advised that such material is used at the Proposer's own risk, and the City will not be bound by any such representations. Any attempt to bypass the RFP Coordinator or this RFP process may be grounds for rejection of the Proposer's proposal.

Following the Proposal submittal deadline, Proposers' shall not contact the City RFP Coordinator or any other City employee, except to respond to a request by the City RFP Coordinator. The Proposer may obtain status of the RFP on the City's eBid exchange Web site at: <https://www.ebidexchange.com/seattle>

RFP Schedule

The RFP Schedule is outlined below. OIR reserves the right to change RFP Schedule as needed:

- Publish Request for Proposals: **November 16, 2009**
- Deadline to receive questions in writing (email is preferred): **November 20, 2009**
- Answers issued to respondents' questions: **November 24, 2009**
- Due date for project proposals: **December 1, 2009 (4:00 pm PST)**
- Interviews/Oral presentations: **December 10-11, 2009**
- Notice of Intent to Award: **December 14, 2009**
- Final Selection: **December 22, 2009**

Questions

Questions from potential RFP responders are welcome. Your written questions must be received by **November 20, 2009, 4:00 pm PST** to be accepted. Sending questions by email is preferred. Questions will be documented, answered in written form, and posted on the City's eBid Website: <https://www.ebidexchange.com/seattle>. It is the responsibility of the Proposer to assure that it received responses to its questions.

Should any changes need to be made in the RFP; an addendum will also be posted on the City's eBid site. The website can also be accessed from the Seattle.Gov website.

Please submit questions to:

Shauna Larsen
City of Seattle
Office of Intergovernmental Relations
1660 L Street, NW Suite 501
Washington, DC 20036
Tel: 202.659.2229
E-mail: Shauna.Larsen@Seattle.Gov

How to Receive Addenda and RFP Information

Proposers who wish to receive hard copies of addenda to this RFP (if any), answers to questions posed by other Proposers, and related information, can print the documents from the City's eBid Exchange Website:

<https://www.ebidexchange.com/seattle>

V. SUBMITTAL

The original Proposal, as modified in writing and received prior to the time designated for receipt of Proposals, will be accepted as the official Proposal. A Proposal may not be modified by the Proposer after it is submitted.

Proposals may be mailed or delivered in person, but must be received at the address below **no later than December 1, 2009, 4:00 pm PST**. Late proposals will not be accepted. Faxed or emailed copies will not be accepted. Proposers are solely responsible for ensuring that Proposals are delivered on time. Delays caused by any delivery service, including the U.S. Postal Service, will not be grounds for an extension of the deadline for the receipt of Proposals.

An original and **six (6) hard copies (for a total of seven)** of each proposal must be submitted in a sealed envelope and delivered to:

If delivering:

Office of Intergovernmental Relations
600 Fourth Avenue, 5th Floor
Seattle, WA 98104

If mailing (USPS):

Office of Intergovernmental Relations
600 Fourth Avenue, 5th Floor
P.O. Box 94746
Seattle, WA 98124-4746

Any questions regarding the contents of this RFP should be directed to Shauna Larsen at (202) 659-2229. Prospective firms must limit their contact to this person when seeking information on the project or the selection process. Legal and ethical considerations constrain the contact person, as well as other City employees, from giving out information on this project or the process which might possibly give an inquiring consultant an advantage over other consultants competing for this contract. Failure to follow this instruction may result in disqualification.

Basic Information

The response must include the following basic information at the beginning of the document:

1. Firm name and business address, telephone number, FAX number, and email address.
2. Year established (include former firm names and year established, if applicable).
3. Name, address, and telephone number of the Project Manager and the authorized negotiator(s) for the firm, and names and titles of project team members. The "authorized negotiator" is the person empowered to make binding commitments for the Consultant firm.

Format

The proposal response should be formatted in the following manner:

1. Responses should follow the order of the criteria outlined in the Submittal Evaluation section of this RFP
2. All pages must be numbered sequentially.
3. Please print double-sided.
4. Use 100% recycled content paper, if possible
5. Do not bind the originals or copies of the proposal. Please staple.

VI. SUBMITTAL EVALUATION

The Office of Intergovernmental Relations will use the following process to select the most qualified Consultant. RFP responses will be evaluated by an Evaluation Committee. The Evaluation Committee will be comprised of City staff with expertise in the type of work required in the RFP. The maximum evaluation points for each of the following criterion are shown in parentheses. The total possible points for the RFP response are 100. The respondent should include the following information organized in the order below:

A. Proposer Qualifications (maximum of 15 points)

OIR requires that the selected Consultant have recent experience in dealing with the federal government, both Congress and the Executive Branch, regarding legislation and programs addressing urban transportation and infrastructure concerns.

Describe how your firm meets this mandatory requirement.

B. Project Approach (maximum of 30 points)

Discuss and clearly explain the following:

1. How your firm approaches advocacy, monitoring and coalition building as described in this RFP scope of work. Provide specific examples of recent federal transportation legislation or initiatives your firm has worked on (preferably using an example of success for an urban area), and what your firm's role was in achieving a successful outcome for that initiative. **(10 pts)**
2. Federal programs, grants and regulations in areas noted in the RFP scope of work in which your firm has achieved success for other clients. **(10 pts)**
3. Descriptions for comparable urban jurisdictions and other groups for which your firm has provided transportation and infrastructure services similar to those requested in this RFP. **(10 pts)**

C. Proposer Resources (maximum of 30 points)

Describe resources of value to OIR that your firm will bring to this project, such as:

1. A list of proposed project team members including qualifications of each team member and how each team member will ensure success for the City's federal agenda identified in this scope of work. Identify who will be the primary team lead. **(6 pts)**
2. Specific relationships Consultant has with current members of Congress and their staff with jurisdiction over the areas described in the scope of work and a description of how these relationships will be utilized in serving OIR. **(6 pts)**
3. Specific relationships Consultant has with members of the Washington State Delegation and a description of how these relationships will be utilized in serving OIR. **(6 pts)**
4. Specific relationships Consultant has with current Administration officials and a description of how these relationships will be utilized in serving OIR. **(6 pts)**

5. Strategic relationships with other organizations that support the agendas of urban cities (e.g. National League of Cities, U.S. Conference of Mayors, National Association of City Transportation Officials, etc.). (6 pts)

D. Proposer Expertise (maximum of 25 points)

As noted in the scope of work, the successful proposer must have strong and demonstrated expertise in the following areas:

- Transportation Reauthorization policy issues, including:
 - City transportation policy priorities
 - Transportation alternatives
 - Small Starts/New Starts and other transit programs
 - Metropolitan Planning Organization reform
 - Transportation Finance;
- Process for identifying Army Corps interest in public projects;
- EPA policy regarding water and wastewater utilities;
- Ensuring project specific earmarks are included in Transportation Reauthorization;
- Ensuring project specific earmarks are included in Water Resources Development Act; and
- Success in securing funding for specific projects (transportation and infrastructure) in the Appropriations process.

Indicate experience in these areas and provide examples of related work performed for other clients.

References

Please submit a minimum of three (3) specific references, including name of client, mailing address, telephone number and contact person, which demonstrate the firm's experience and expertise in performing work similar to this project.

References may be checked only for the highest scoring firms. References will not be scored, but will be used to verify qualifications, which may affect the rating of the respondent. OIR reserves the right to go beyond these references and seek additional references from people who have experience with your firm.

Forms and Documentation

Please include the following forms with your submittal:

- Completed Equal Benefits Compliance Declaration
<http://www.seattle.gov/contracting/docs/ebDeclaration.pdf>;
- Insurance Requirements Transmittal form (Attachment A)

Prior to Award, the successful Proposer must provide also sufficient evidence of :

- Industrial Insurance coverage, if required (Title 51)
- Evidence of UBI Number.
- Employment Security Number, if necessary (Title 50).
- State Excise Tax Registration, if required (Title 82)

VII. SELECTION

Proposal Review Process

The purpose of the selection process is to determine which Proposer is the best fit to perform the Scope of Work under this RFP. The selection process consists of an evaluation and selection of the most qualified Proposer based on Proposals submitted in response to this RFP and the presentation/interview.

The Evaluation Committee determines the most qualified Proposer by scoring the Proposals based upon the criteria and requirements contained in this RFP. If additional information or clarification is requested by the Committee, City staff may contact the Proposers to obtain this information. The Evaluation Committee may also choose to interview one or more of the Proposers.

City staff may conduct telephone interviews as needed to clarify information provided in a Proposer's response.

Most Favorable Terms

The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted on the most favorable terms. If awarded, a Proposer should be prepared to accept the terms they proposed for incorporation into a contract resulting from this RFP.

After evaluation of the RFP responses, the top ranked Consultants will be notified and invited to an interview to present, clarify, and/or verify RFP information in their specific proposal. Interviews will be conducted in Seattle, Washington. The Proposer is responsible for any costs associated with the interview process.

The interview questions will be developed after the proposals have been scored and a short-list of Consultants have been selected. The candidates will be asked questions to clarify and/or expand on their qualifications, relevant experience, availability of key personnel and project approach. Only a Consultant's proposed project team members, including the project manager, will be invited to the interview.

Final evaluation scores will be based on the RFP submittal scores, adjusted by interview responses and reference qualification verifications. These final scores will determine the ranking of the firms. The Evaluation Committee will make their recommendation to the Director of the Office of Intergovernmental Relations who will make the final selection.

Contract Negotiations

The City intends to complete contract negotiations with the firms or individuals in December 2009. It is estimated that this Agreement will be executed in December 2009 and that work under the Scope of Work in this RFP will begin soon after that. Further, in the event of a negotiation impasse with any firm, OIR reserves the right without penalty and at its sole discretion to:

1. Reject the Proposer's proposal and select the next preferred Proposer, or
2. Take no further action to continue the award and/or execution of contracts under this RFP, or
3. Reissue the RFP with any changes OIR deems appropriate.

VIII. INSURANCE REQUIREMENTS

For this contract, the selected consultant must, at all times during the term of this contract, have and maintain continuously, at its own expense, evidence of a policy or policies of insurance coverage as follows:

Commercial General Liability Insurance: \$1,000,000

Business Automobile Liability: \$500,000

Errors and Omissions Liability Insurance: \$1,000,000

This is further described in the attached “Insurance Addendum,” Attachment A.

IX. APPEAL PROCESS

At the end of the evaluation process, OIR will notify all Proposers in writing of the status of their proposal(s). Written appeals may be made to the: Director-Contracting Services, Department of Executive Administration: PO Box 94687, Seattle, WA 98124-4687 (with a “carbon copy” (cc:) to the RFP Coordinator) within five (5) business days of official Notice of Intent to Award. Any request for documents through a Public Disclosure Request shall not extend a Proposer’s appeal period or the appeal procedures set forth in this RFP. The appeal will be reviewed as soon as possible and the Department of Executive Administration will respond to appeals within twenty business days. If additional time is required, the appealing party will be notified.

An appeal must clearly state a rationale based on one or more of the following criteria:

- Violation of policies or guidelines established in the Request for Proposals
- Failure to adhere to publicized criteria and/or procedures in carrying out the RFP process.

Appeal Procedures:

1. Firms or individuals appealing this process must follow the procedures described herein. Appeals that do not follow these procedures will not be considered. This appeal procedure constitutes the sole administrative remedy available under this RFP.
2. All appeals must be in writing and signed by the appealing party. The appeal must state all facts and arguments on which the appealing party is relying. All appeals shall be addressed to the Director of the City’s Contracting Services Division - Department of Executive Administration with a “carbon copy” (cc :) to the RFP Coordinator.
3. Only appeals setting forth an issue of fact concerning a matter of bias, discrimination, conflict of interest, or non-compliance with procedures described in the RFP shall be considered. Appeals based on non-procedural matters will not be considered.
4. In the event an appeal may affect the interest of other firms or individuals who submitted an RFP, such firms or individuals will be given an opportunity to submit their views and any relevant information on the appeal to the Department of Executive Administration.
5. Upon receipt of an appeal, an appeal review will be conducted by the Director of the City’s Contracting Services Division/Department of Executive Administration, or its delegee, to review the RFP process. This appeal review is not a review of responses submitted or the evaluation scores received. The purpose of the appeal review is to insure that procedures described in the RFP document were followed, all requirements were met and all firms or individuals were treated equally and fairly.
6. Appeals will not be accepted prior to selection of the successful firm or individual. Appeals may be sent by mail, fax or be hand-delivered. **Appeals must be received by the Department of Executive Administration by 5:00 pm no later than five (5) business days after the date of the official Notice of Intent to Award.** Firms or individuals are solely responsible for ensuring that appeals are delivered on time.

Delays caused by any delivery service, including the U.S. Postal Service, will not be grounds for an extension of the deadline for the receipt of Appeals.

X. ADDITIONAL INFORMATION

General Guidelines and Requirements

- This RFP should be interpreted in a manner consistent with the terms of this RFP.
- It is the Proposer's responsibility to carefully review all specifications, requirements, General Conditions, insurance requirements, and other requirements herein. Submittal of a Proposal is conclusive evidence that the Proposer understands all requirements and specifications without exception. The City is under no obligation to accept any exceptions requested or marked by the Proposer to the RFP and the City may choose to disregard any such exceptions.
- This RFP does not, under any circumstances, commit the City to pay any costs incurred by any Proposer in the submission of a proposal. The Proposer is responsible for all costs associated with its response to this RFP.
- The City reserves the right to reject any or all proposals at any time with no penalty and to waive immaterial defects and minor irregularities in proposals.
- All materials submitted in response to this RFP will become the property of the City upon delivery to the RFP Coordinator.
- All provisions of this RFP will become part of the Contract. The Proposer's written response to the RFP may also become a part of the Contract. The City reserves the right to reject items in the response to the RFP.
- The City reserves the right to revise the RFP schedule, to revise the RFP and/or to issue addenda to the RFP. The City reserves the right to cancel or to reissue the RFP in whole or in part prior to the execution of a contract. The City also reserves the right to refrain from contracting with any and all firms or individuals and/or to contract with a qualified firm at a date later than the date specified in this RFP. The release of the RFP does not compel the City to enter into any contract pursuant to the RFP.
- If a Proposer wishes to withdraw its response, they must submit a written request to the RFP Coordinator expressing their desire to withdraw its response. Any Proposer that withdraws from this RFP process understands that its written proposal to the RFP will not be returned.
- As part of the evaluation process, and at the discretion of the RFP Coordinator and/or Evaluation Committee, Proposers may be asked to clarify specific points in their respective responses. The City reserves the right to request oral presentations from applicants. The City's requests for a clarification of a Proposer's response shall not be construed as giving that Proposer the right to amend its response or to provide additional written materials, unless expressly requested by the City and/or the Evaluation Committee.
- The City may attempt to negotiate a contract with the Proposer selected on terms that it determines to be fair and reasonable and in the best interest of the City, including the best interests of the population served by the contract. If the City is unable to negotiate such a contract with the Proposer first selected on terms that it determines to be fair and reasonable and in the best interest of the City, including the best interests of the population served by the contract, negotiations with that Proposer shall be terminated or suspended and another qualified Proposer may be selected in accordance with the procedures set forth in this RFP. If the City decides to continue the process of selection, negotiations shall continue with a qualified Proposer in

accordance with this RFP at the sole discretion of the City until an agreement is reached with one of the Proposers. The process may be repeated until an agreement is reached.

- Any contract resulting from this RFP will be between the City of Seattle's Office of Intergovernmental Relations and the Proposer. It is required that the selected Proposer will provide all services and will not subcontract or otherwise assign any of the work awarded through this contract without formal, written authorization from the RFP Coordinator. This does not apply to the use of expert services.
- The selected Proposer will be required to maintain administrative books, records, documents, and other evidence directly related to performance of the work and financial records in accordance with generally acceptable accounting procedures. All such records must be retained for a period of six (6) years after completion of work. The City of Seattle, or any of its duly authorized representatives, shall have access to any such books, records and documents for inspection, audit and copying during the contract and retention periods. Disclosure of this information shall not include information which falls within attorney/client privilege.
- Proposers participating in this RFP shall not coordinate or discuss their bids to provide consultant services to the City of Seattle. Federal and Washington State antitrust laws make it per se illegal for such competitors to agree to fix prices, reduce output, allocate customers, or rig bids. See 15 U.S.C. § 1; RCW 19.86.030. Any agreement to, for example, coordinate bids, refuse to bid, or establish the rates at which services would be offered, would be a per se violation of the antitrust laws and could subject the participants to criminal penalties. Any firms or individuals participating in such activities shall be disqualified from the RFP process. *See Federal Trade Commission v. Superior Court Trial Lawyers Association*, 493 U.S. 411 (1990) (Antitrust laws prohibit lawyers from colluding as to the amount they would charge the District of Columbia government for their services.)

Public Disclosure

- The City requests that Proposers refrain from requesting public disclosure of Proposal/Bid information until a Notice of Intent to Award is announced, as a measure to best protect the solicitation process, particularly in the event of a cancellation or re-solicitation. With this preference stated, the City shall continue to properly fulfill all public disclosure requests for such information as required by State Law.
- Proposers and Bidders should understand that any records (including, but not limited to Proposal submittals, the Agreement, and any other Contract materials) they submit to the City become public records under Washington State law (See RCW 42.56, the Public Disclosure Act, at <http://www1.leg.wa.gov/LawsAndAgencyRules>). Public records must be promptly disclosed upon request unless a statute exempts disclosure. Exemptions from disclosure include trade secrets and valuable formulas (See RCW 42.56.540 and RCW 19.108). However, public-disclosure exemptions are narrow and specific. Proposers and Bidders are expected to be familiar with any potentially-applicable exemptions, and the limits of those exemptions.
- All proposals and materials submitted under this RFP shall be considered public documents at the time of the proposal deadline and may be reviewed by appointment by anyone requesting to do so. If a Proposer considers any portion of their Proposal to be protected under Washington State law, the Proposer shall clearly mark any proposal or proposal records they believe are exempt from disclosure with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." Proposers should mark as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET" only that information they believe legitimately fits within a public-disclosure exemption. The City may reject solicitation responses that are marked proprietary in their entirety.
- If a request is made for disclosure of such portion, the City will determine whether the material should be made available under Washington State law. If the material does not appear to be exempt from public

disclosure under the law, the City will notify the Proposer of the request; briefly postpone the disclosure; and allow the Proposer ten (10) days to take whatever action it deems necessary to protect its interests or enjoin disclosure.

- If the Proposer fails or neglects to take such action within said period, the City will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the City on account of actions taken under such procedure.
- The City has no obligation to assert an exemption from disclosure. If the Proposer believes that its records are exempt from disclosure, the Proposer is obligated to seek an injunction under RCW 42.56.450. By submitting a Proposal the Proposer acknowledges this obligation; the Proposer also acknowledges that the City will have no obligation or liability to the Proposer if the records are disclosed.

Addenda

- Addenda may be issued to modify or clarify the RFP Documents. A change may be made by the City if, in the sole judgment of the City, the change will not compromise the City's objective of this RFP. A change to this RFP will be made by formal written addendum issued by the City. Addenda shall become part of this RFP and included as part of the Contract.
- Questions regarding the meaning or intent of the RFP Documents shall be submitted to the City in writing as provided by this RFP. Modifications or clarifications will be provided by addenda and only questions answered by formal written addenda will be binding. Oral or other interpretations or clarifications will be without legal effect.

It is the responsibility of the interested Proposers to assure that they have received addenda if any are issued. Addenda will be posted on the eBid Exchange Website at: <https://www.ebidexchange.com/seattle> which can also be accessed at: <http://www.Seattle.Gov>.

- The City will make efforts to provide courtesy notices, reminders, addenda and similar announcements directly to interested Proposers via eBid. Notwithstanding efforts by the City to provide such notice to known Proposers, it remains the obligation and responsibility of the Proposers, to learn of any addenda, responses, or notices issued by the City. Such efforts by the City to provide notice or to make it available on the Website do not relieve the Proposers, from the sole obligation of learning of such material.
- The Proposer should check with Shauna Larsen, RFP Coordinator the day before Proposals are due to confirm the number of addenda issued. Shauna Larsen can be reached at (202) 659-2229 or E-mail: Shauna.Larsen@Seattle.Gov.

Equal Benefits

- In order to contract with the City, the selected Proposer must comply with the requirements of the Equal Benefits Program, Seattle Municipal Code Ch. 20.45, and related Rules. The law requires certain consultants to the City to provide the same or equivalent benefits ("equal benefits") to its employees with domestic partners as the consultant provides to its employees with spouses. At the City's request, the selected Proposer shall provide complete information about their benefits programs, including verification of compliance with this non-discrimination requirement. We encourage Proposers to contact the City in advance of proposing if you have any concerns about whether or not your benefits program does or can be brought into compliance with this requirement. For further information about the Equal Benefits Program or to review the Equal Benefits Compliance Worksheet, call 206-684-0430 or review program information at <http://www.cityofseattle.net/contract/equalbenefits/default.htm>.
- Compliance with the Equal Benefits statements made by the Proposers is required for the duration of the Contract. If the Successful Proposer indicates they provide Equal Benefits, and then discontinues during the

term of the Contract, this can cause Contract termination and/or a Proposer's debarment from future City contracts. Equal Benefits may be audited at any time during the Contract.

- The Successful Proposer must comply with the City's Equal Benefits requirements before Award. A copy of the Equal benefits (EB) Compliance Declarations can be found at: <http://www.seattle.gov/contracting/docs/ebDeclaration.pdf>. The successful Proposer must fill out the EB Compliance Declaration completely and properly. The RFP Coordinator can answer most questions. However, any questions regarding the EB Compliance Declaration may be addressed to either the RFP Coordinator or the Contracting Services Division at: 206.684.0430 to ensure that the Declaration is completed correctly. If you do not receive a response to your EB questions, please contact the RFP Coordinator for direction.
- There are 6 options on the Compliance Declaration. They range from full compliance (Options A, B, C), to several alternatives that require advance authorization by the City before you submit your Proposal (Option D, E), to Non Compliance. Select the option that is true of your company's standing. Option D and Option E are used only if you have an official waiver from the City. Waivers are issued by the Contracting Services Section at 206-684-0430. You must request and receive the waiver from Contracting Services. If information on the Successful Proposer's EB Compliance Declaration is conflicting or not clearly supported by the documentation that the City receives, the City may seek clarification to ensure the City properly classifies their compliance. Failure by the Successful Proposer to comply with the City's EB requirements will mean that the contract will not be awarded to them.

Non-Collusion Requirement

The Proposer, by submitting its Proposal, declares that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in the preparation and submission of its Proposal to the City for consideration in the Award of Contract for this RFP.

Irregular Proposals

A Proposal will be considered irregular and non-responsive, and will be rejected if:

- The Proposal does not constitute a definite and unqualified offer to meet the material terms of the RFP; or
- The Proposer has been disqualified or otherwise debarred from doing business with the City of Seattle; or
- A Proposer is a member of a Joint Venture or partnership and the Joint Venture or partnership submits a Proposal for the same Project (in such an instance, both Proposals may be rejected)
- Sufficient evidence of collusion exists with any other Proposer or potential Proposer. Participants in collusion will be restricted from submitting further Proposals and may be debarred pursuant to SMC 20.70.

Disqualification of Proposers

At the sole discretion of the City, a Proposer may be deemed not responsible and its Proposal rejected and the Proposer disqualified if:

- More than one Proposal is submitted for the same Project from a Proposer under the same or different names; or
- A Proposer, in the opinion of the City, is not qualified for the Work specified; or

- An unsatisfactory performance record exists as shown by past or current Work for the City, or for others, as judged from the standpoint of conduct of the Work, environmental or safety compliance records, workmanship, progress, affirmative action, or equal employment opportunity practices; or
- There is uncompleted work (City or otherwise) which might hinder or prevent the prompt completion of the Work; or
- The Proposer failed to settle bills for labor or materials on past or current contracts; or
- The Proposer has failed to complete a public contract or has been convicted of a crime arising from a previous public contract; or
- The Proposer is unable, financially or otherwise, to perform the Work; or
- A Proposer is not authorized to do business in the State of Washington; or
- The Proposer failed to meet the Affirmative Efforts requirements of SMC Ch. 20.42; or
- The Apparent Successful Proposer fails to have or take efforts to immediately obtain a City of Seattle Business License; or
- For any other reason deemed proper by the City.

Rights of the City

In addition to such other rights as may be reserved elsewhere in the Contract, the City reserves the right to:

- Reject any or all Proposals,
- Waive informalities or immaterial irregularities in the Proposal,
- Correct arithmetical errors in a Proposal,
- Re-advertise for Proposals,
- Revise or cancel the RFP.

Mandatory Seattle Business Licensing and Associated Taxes: Seattle Business License

- The Selected Proposer must obtain a Seattle Business License number and have taxes due to date paid before the Contract is signed. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Proposers and not be charged separately to the City. Sub-Proposers performing work within the City of Seattle shall possess a City of Seattle Business License.
- If the Selected Proposer does not have a current Seattle Business License, they shall immediately obtain the License and ensure all City taxes are current, unless exempted by City Code. Failure to do so will result in rejection of the Proposal.
- If the Proposer believes it is exempt, the Proposer must provide an explanation to the RFP Coordinator and/or confirmation by the Revenue and Consumer Affairs Office (RCA). Out-of-state and foreign-owned businesses are NOT exempt.
- Questions and Assistance: The City Revenue and Consumer Affairs (RCA) is the office that issues business licenses and enforces licensing requirements. The main phone number is 206-684-8484. You may also contact RCA staff for assistance: Anna Pedroso at 206-615-1611, anna.pedroso@seattle.gov, Wendy Valadez at 206-684-8509, wendy.valadez@seattle.gov, or Brenda Strickland, brenda.strickland@seattle.gov at 206 684-8404.

The licensing Web site is <http://www.seattle.gov/rca/taxes/taxmain.htm>

Ethics

- The Seattle Ethics Code provides rules about employee work activities, business relationships, and the use of City resources. The City requires that Proposers who contract with the City, or are interested in pursuing a Contract, comply with the City Ethics Code. Proposers shall not directly or indirectly offer gifts and resources to any person employed by the City that is intended, or may reasonably appear intended, to benefit the Proposers by way of award, administration, or in any other way to influence contracting decisions of the City. This includes, but is not limited to, Office of Intergovernmental Relations and City employees that have decision-making for this RFP and its Scope of Services. The Proposers shall not offer meals, gifts, gratuities, loans, trips, favors, bonuses, donations, special discounts, work, or anything of economic value to any such City employees. This does not prohibit distribution of promotional items that are less than \$25 when provided as part of routine business activity such as trade shows.
- It is also unlawful for anyone to offer another such items to influence or cause them to refrain from submitting a Proposal.
- Proposers must strictly adhere to the statutes and ordinances for ethics in contracting and purchasing, including RCW 42.23 (Code of Ethics for Municipal Officers) and RCW 42.52 (Ethics in Public Service). This is applicable to any business practice, whether a contract, solicitation or activity related to City business.
- The Web site for the Code of Ethics is: http://www.seattle.gov/ethics/etpub/et_home.htm
- Upon receipt of an Intent to Award, Proposer shall promptly notify the City, in writing of any person who is expected to perform any of the Work and who, during the twelve months immediately prior to the expected start of such work, was an official, officer or employee of the City. Proposers shall ensure that no Work related to this contract is performed by such person, to the extent that such work is disallowed by the City.
- Proposer confirms that it does not have a business interest or a close family relationship with any City elected official, officer or employee who was, is, or will be involved in the Proposer's selection, negotiation, drafting, signing, administration or evaluating the Proposer's performance. Should any such relationship exist, Proposers shall notify the RFP Coordinator in writing and the City shall make sole determination as to compliance.

Nondiscrimination in Employment, Contracting and Benefits

The Proposer that is selected by the City as a result of this RFP will be required to comply with all applicable federal, state, and local non-discrimination laws, particularly the requirements of Seattle Municipal Code Ch. 20.42. This Code encourages the use of Women and Minority Business Enterprises and women and minority employees in all City contracts, and encourages outreach efforts to include women and minorities in employment, contracting, and subcontracting opportunities.

Screening

The Proposer represents that they have the qualifications and characteristics required to perform the Scope of Work in the RFP.

Reporting

The successful Proposer shall submit all reports required by OIR and local, state and federal law. In addition, the Selected Proposer shall provide annually to the RFP Coordinator, a copy of the Federal Lobbying Report as required by the Clerk of the House of Representatives and the Secretary of the Senate. Payments under the Consultant Contract may be withheld if any required reports are not submitted on time. The City reserves the

right to terminate the Consultant Contract if within 60 days, the Selected Proposer fails to provide sufficient evidence that they have complied with this Reporting provision.

Conflict of Interest

In the event any Proposer or the Selected Proposer suspects or has a conflict of interest, then they must notify the RFP coordinator immediately.

END OF RFP

Attachment A: Insurance Requirements Transmittal Form

(see next page)

2009**CONSULTANT CONTRACT INSURANCE REQUIREMENTS TRANSMITTAL FORM****Attach THIS FORM to insurance certification SUBMITTED TO THE CITY****FOR CITY USE ONLY**

Contract: _____ **Contract Number:** _____
Contract Manager: _____ **Department:** _____ **Telephone:** _____

INSURANCE REPRESENTATIVE –

- PLEASE COMPLETE THESE FIELDS SO THAT WE MAY CONTACT YOU IF NECESSARY.

NAME:

TITLE:

NAME OF COMPANY

EMAIL:

TELEPHONE:

FAX:

- SEND ORIGINAL CERTIFICATION *WITH COPY OF CGL ADDITIONAL INSURED ENDORSEMENT OR BLANKET ADDITIONAL INSURED POLICY WORDING* TO: **THE CITY OF SEATTLE**

ATTN: Bill Vaughn
Risk Management
PO Box 94669
Seattle, WA 98124-4669

- SEND COPY OF CERTIFICATION (*INCLUDING COPY OF ADDITIONAL INSURED PROVISION*) BY FAX TO (206) 470-1279 OR AS AN EMAIL ATTACHMENT IN ADOBE PDF FORMAT TO RISKMANAGEMENT@SEATTLE.GOV.

A. INSURANCE REQUIRED: The Consultant shall maintain continuously throughout the term of this Agreement, at no expense to the City, the following insurance coverage and limits as checked:

- ☒ **Commercial General Liability (CGL)** or equivalent insurance including coverage for:
Premises/Operations, Products/Completed Operations, Personal/Advertising Injury
Contractual and Stop Gap/Employers Liability (coverage may be provided under a separate policy).
Minimum limits of liability shall be \$ 1,000,000 each occurrence Combined Single Limit bodily injury and property damage (“CSL”) except:
— \$ 1,000,000 each offense Personal/Advertising Injury
— \$ 1,000,000 each accident/disease Stop Gap/Employers Liability.
- ☒ **Automobile Liability** insurance for owned, non-owned, leased or hired vehicles, as applicable. The minimum limit of liability shall be \$1,000,000 CSL. ☐ MSC-90 and CA 99 48 endorsements.
- ☒ **Worker's Compensation** insurance for Washington State as required by Title 51 RCW Industrial Insurance. ☐ **U.S.L.&H.** minimum limit \$ _____. ☐ **Jones Act** minimum limit \$ _____.
- ☒ **Professional Liability (Errors & Omissions)** insurance appropriate to the consultant’s profession.
The minimum limit of liability shall be
☐ \$ 1,000,000 or ☐ \$ _____ each claim.

☐ **Technical Errors & Omissions** insurance. The minimum limit of liability shall be ☐\$1,000,000
☐ \$ each claim.

☐ **Umbrella or Excess Liability** insurance over primary CGL and Automobile Liability insurance limits, if necessary, to provide **total** minimum limits of liability of ☐ \$2,000,000 ☐\$ each occurrence combined single limit bodily injury and property damage. These required total minimum limits of liability may be satisfied with primary limits or any combination of primary and umbrella/excess limits.

☐ **Pollution Liability** insurance with minimum limits of liability of ☐\$1,000,000 ☐ \$ each claim.

☐ insurance with minimum limits of liability of ☐\$1,000,000 ☐.

IF PORTIONS OF THE SCOPE OF WORK ARE SUBCONTRACTED OUT, THE SUBCONSULTANT OR SUBCONTRACTOR MAY PROVIDE EVIDENCE OF INSURANCE FOR THE SUBCONTRACTED BODY OF WORK (E.G., MCS-90 AND CA 99 48 ENDORSEMENTS FOR TRANSPORT OF HAZARDOUS MATERIALS) SO LONG AS ALL THE REQUIREMENTS SPECIFIED HEREIN ARE SATISFIED.

ONLY PARAGRAPH G. OF THE FOLLOWING CONDITIONS APPLIES TO WASHINGTON STATE WORKER'S COMPENSATION:

- B. CITY AS ADDITIONAL INSURED; PRODUCTS-COMPLETED OPERATIONS:** As respects CGL and Automobile Liability insurance, the City of Seattle shall be included as an additional insured subject to a standard "Separation of Insureds" clause. As respects CGL insurance, additional insured status for the City:
1. Must be established either by an appropriate additional insured endorsement issued and attached to the policy or by appropriate blanket additional insured policy wording, and
 2. Shall be primary and non-contributory with any insurance or self-insurance coverage maintained by the City.
- C. NO LIMITATION OF LIABILITY:** The limits of liability specified herein are minimum limits of liability only and, except for the policy limits, shall not be construed to limit the liability of the Consultant or any of the Consultant's insurers. The City shall be an additional insured as required in paragraph B. above as respects the total limits of liability maintained, whether such limits are primary, excess, contingent or otherwise.
- D. NOTICE OF CANCELLATION:** Coverages shall not be canceled without at least thirty (30) days written notice to the City, except ten (10) days notice for non-payment of premium.
- E. CLAIMS MADE FORM:** If any insurance policy is issued on a "claims made" basis, the retroactive date shall be prior to or coincident with the effective date of this Agreement. The Consultant shall either maintain "claims made" forms coverage for a minimum of three years following the expiration or earlier termination of this Agreement, providing the City with a Renewal Certificate of Insurance annually; purchase an extended reporting period ("tail") for the same period; or execute another form of guarantee acceptable to the City to assure the Consultant's financial responsibility for liability for services performed.
- F. INSURER'S A.M. BEST'S RATING:** Each insurance policy shall be issued by an insurer rated A-: VII or higher in the A.M. Best's Key Rating Guide, unless a surplus lines placement by an licensed Washington State surplus lines broker, or as may otherwise be approved by the City.

G. SELF-INSURANCE: The City acknowledges that the Consultant may employ self-insured and/or alternative risk financing and/or capital market risk financing programs for some or all of its coverages. The term “insurance” wherever used herein shall include any such self-insured and/or alternative risk financing and/or capital market risk financing programs. The Consultant shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required.

H. EVIDENCE OF INSURANCE (NOT APPLICABLE TO WA STATE WORKERS

COMPENSATION): The Consultant or its authorized representative shall deliver in the manner described an **Acord Certificate and Additional Insured Endorsement or Blanket Policy Wording** that complies with coverages, limits and conditions as required herein. (NOTE: A Copy of the actual additional insured endorsement or blanket additional insured policy wording to the CGL policy **MUST BE ATTACHED TO THE CERTIFICATE** to verify additional insured status.)

**CGL INSURANCE WILL NOT BE APPROVED WITHOUT
ADDITIONAL INSURED ENDORSEMENT
OR
BLANKET ADDITIONAL INSURED WORDING
ATTACHED TO THE CERTIFICATE!**